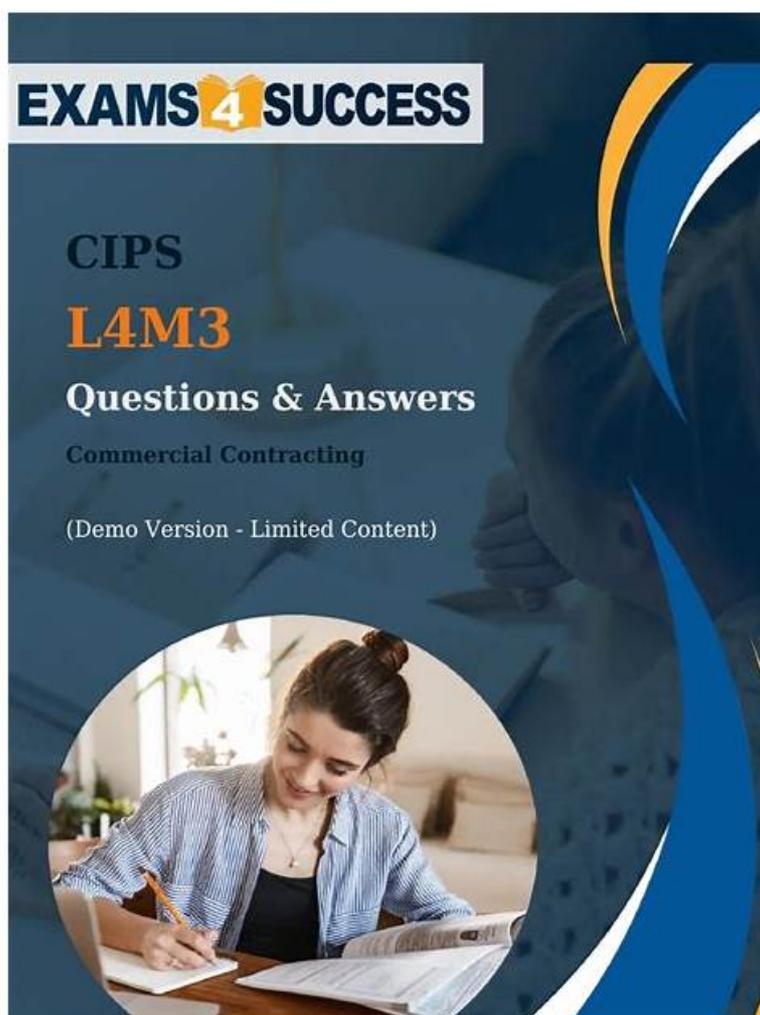


L4M3勉強資料、L4M3模擬問題集



無料でクラウドストレージから最新のCertJuken L4M3 PDFダンプをダウンロードする：<https://drive.google.com/open?id=1SL2eZYIC413wGYMMcl1RMYGxs83FY9h>

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>> L4M3勉強資料 <<

L4M3試験の準備方法 | 有難いL4M3勉強資料試験 | 完璧なCIPS Commercial Contracting模擬問題集

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CIPS Commercial Contracting 認定 L4M3 試験問題 (Q11-Q16):

質問 # 11

Which of the following are key features of standard terms and conditions? Select TWO that apply

- A. Designed to be used in repetitive transactions
- B. Standard terms always comply with implied terms
- C. Non-negotiable
- D. Non-disclosure
- E. Specific to each purchase order

正解: A、C

解説:

The key features, advantages and disadvantages of standard terms are summarised below:

- Form: Concise, generic and designed to be attached to purchase or sales orders
- Non-negotiable
- Ineffective terms: may be replaced by implied terms or national legal code rules, or subject to court 'balance of interest' judgement.
- Advantages: Basic contractual protection for most common circumstances; Avoid having to create new contract for repeat business.
- User friendly
- Usage: Low value, low risk, repetitive transactions
- Coverage: Definitions, relationship to other contracts, formation of the contract, order of precedence, price, invoicing and payment, specification, legal compliance, warranty and liability, ownership and risk, intellectual property, data management and ethics.
- Disadvantages: Does not allow for specific circumstances; Risk for creating battle of the forms; Can create contractual uncertainty if used with purchase orders under call-off contracts.

Reference:

LO 3, AC 3.1

質問 # 12

MWB operates serviced offices in central London. Rock entered a contractual licence with MWB to occupy office space in Marble Arch and had accumulated licence fees in arrears. The original licence agreement contained a 'No Oral Modification' clause that said: 'All variations to this licence must be agreed, set out in writing and signed on behalf of both parties before they take effect'. After 6 months, Rock director re-negotiated to extend payment period over phone call and MWB credit controller agreed his proposal. Is this agreement considered as an effective variation to the original licence agreement?

- A. Modification' clause, must have intended to dispense with the clause
- B. Yes, because parties who agree to altering the original contract orally despite a 'No Oral
- C. No, because the mechanism for variation has been set out in the original contract
- D. Yes, because the credit controller had agreed with Rock director's proposal
- E. No, because Rock director assumed that the variation was effective and convinced credit controller to believe it

正解: C

解説:

The license can be amended during its lifespan. However, in this case, it already has a clause allowing for mechanism of variation which sets out who can authorise changes and prohibits any oral variation. Therefore, the agreement between Rock's director and MWB credit controller is not an effective variation to the license.

Reference: CIPS study guide page 26-27

LO 1, AC 1.1

質問 # 13

What does quantum meruit mean?

- A. As much as is paid
- B. An implied promise

- C. A non-graduations promise
- **D. As much as is earned**

正解: D

解説:

Quantum meruit means "the amount he deserves" or "as much as he has earned". In most cases it denotes a claim for a reasonable sum in respect of services or goods supplied to the defendant.

An action in quantum meruit is available to recover money for services or goods supplied to a defendant in circumstances where the claimant is not recompensed by performing his obligations or supplying the goods. The claimant must usually show that the defendant expressly or impliedly requested or freely accepted the services or goods in question. Depending on the facts, the claimant might find it difficult to prove how much the claimant is entitled to receive under the principle of quantum meruit.

A claim for quantum meruit cannot arise if the parties have a contract to pay an agreed sum. In such circumstances, the parties' relationship is governed by the law of contract. However, a claim for quantum meruit may arise where the parties:

- Have not agreed a contract, or there is a so-called quasi-contract. For example, the parties may have agreed some of the contractual terms, but may have failed to reach an agreement on an essential term, such as price.
- Have not fixed a price for the services or goods supplied.
- Have an agreement to pay a reasonable sum for the services or goods supplied.
- Have agreed a scope of work under the original contract and the work carried out falls outside that scope.

Reference:

LO 3, AC 3.1

質問 # 14

Under a framework agreement, which of the following are supplier selection mechanisms? Select TWO that apply:

- A. Contract for lease
- **B. Mini competition**
- C. Rescission of contract
- D. Call off contract
- **E. Direct call-off**

正解: B、E

解説:

A framework agreement is an agreement with one or more suppliers/providers which sets out terms and conditions under which individual contracts (call-offs) can be made throughout the term of the agreement.

A framework agreement itself is not a contract, but the call-offs made from it are.

Framework arrangements create a streamlined and flexible process for procuring goods, works or services. Where a framework for the same goods, works or services is awarded to several suppliers, there are three possible options for awarding call-off contracts: direct award (or direct call-off), mini-competition or a combination of both.

Option 1 - Apply the terms of the framework agreement (direct award).

Where your requirements match the terms and/or specification of the framework agreement (in the event of any query, you should clarify the situation with the organisation that established the framework), a particular call-off should be awarded without re-opening competition. The call-off should be awarded to the provider who is identified as the most economically advantageous tender based on the award criteria used at the time that the framework was established (i.e. the supplier ranked no. 1). Randomly selecting a supplier off a framework is not permitted.

Option 2 - Hold a mini-competition between capable suppliers.

If your requirements do not match the terms and/or the specification of the framework, you should conduct a mini-competition exercise. Whilst it is not permitted to substantially change the basic terms or specification of the framework, in running a mini-competition it is possible to supplement or refine the basic terms of the framework prior to making a call-off. Examples of such terms are:

- The particular goods/services/works required;
- Particular delivery timescales;
- Particular invoicing arrangements and payment profiles;
- Associated services such as installation, maintenance and training;
- Quantity;
- Functional specification.

Under no circumstances should brand names or brand-specific descriptions of goods be used e.g. BIC Biro Pen, Hewlett-Packard Printer, Dell computer. Descriptions should give reference to the characteristics and outputs of the product or service. Where no other description is possible, any reference should be qualified by adding the words 'or equivalent'.

When a mini-competition exercise is held, all suppliers appointed to the framework that are capable of meeting the requirement must be invited to submit a tender. (This might just relate to suppliers within a particular 'lot'). You must not limit the mini-competition exercise to selected providers. A time limit for submitting the tender must be set and advised to competing suppliers. This time limit must be reasonable, taking account of the complexity of the requirement. The call-off must be awarded on the basis of the framework award criteria and new criteria cannot be added, although, where permitted, the weightings may be varied to take account of a particular requirement. However, in adjusting the weightings, care must be taken to ensure that any such changes do not have an adverse effect on competition.

Option 3 - Combination of direct award and mini-competition

To use a combination approach, the procurement documents must state that this route may be used. The procurement documents will also specify which terms may be subject to the re-opening of competition.

Reference:

- Guidance on the Use of Framework Agreements

- CIPS study guide page 60-62

LO 1, AC 1.3

質問 # 15

A procurement professional is drafting payment terms for a commercial contract. He is considering about payment method if defective products are found. Which of the following should be embedded in payment terms to control this issue?

- A. Pay-less notice
- **B. Retention clause**
- C. Remedies for late payment
- D. Invoice preparation

正解: B

解説:

Retention money is the payment for a service or product that is withheld pending the completion of some specified condition. For example, buyer may withhold the amount due until the supplier replace all defective goods.

Pay-less notice is the notice under a contract which states that the invoice will only be partially paid because of some issues such as supplier has to pay the damages.

Remedies for late payment are remedies that supplier may seek when a buyer pay it later than the stated payment terms. Normally, the buyer will be charged an interest rate.

Reference: CIPS study guide page 190-191

LO 3, AC 3.3

質問 # 16

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L4M3模擬問題集: <https://www.certjuken.com/L4M3-exam.html>

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L4M3試験の準備方法 | 有効的なL4M3勉強資料試験 | 高品質なCIPS Commercial Contracting模擬問題集

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